

## INTERGOVERNMENTAL AGREEMENT

Between  
**THE CITY OF SIERRA VISTA**  
And  
**COCHISE COUNTY**

This Agreement is entered into between City of Sierra Vista, a Municipal Corporation, hereinafter referred to as "City" and the County of Cochise, a body politic, hereinafter referred to as "County," for the purpose of extending the City sewer system into southern half of the Sulger subdivision within the west side of the City.

WHEREAS, the City anticipates being awarded funding from the United States Department of Agriculture-Rural Development to extend the existing City sewer system into the unincorporated area of the Sulger subdivision as depicted on the project area map incorporated herein as Exhibit "A"; and

WHEREAS, to coordinate the respective activities for the extension of the City sewer system in the most efficient and appropriate manner, it is necessary that the City and the County enter into this Agreement, pursuant to A.R.S. § 11-952 for sewer improvements in the southern half of the Sulger subdivision; and

### NOW THEREFORE IT IS AGREED AS FOLLOWS:

The City will provide design and engineering services to develop construction plans and specifications for the project.

1. The City shall assume full responsibility for acquisition, construction, and maintenance of the Sulger subdivision sewer Project. The City shall be solely responsible for obtaining all construction services, permits, materials, equipment, property, and labor that may be necessary for this project in the manner the City deems appropriate, subject to the requirements of the USDA-RD Rural Utilities Service. This term does not preclude the use of County labor and equipment to assist in this project, but any such participation would be subject to a separate agreement for services between the City and the County, such agreement which may be negotiated by the City Manager or his designee on the City's part.
2. Each party, acting through its respective engineers, agrees to cooperate fully with the other party, as necessary to successfully perform this Agreement. The County hereby authorizes the City to use the designated rights-of-way and other property belonging to the County in connection with this project, provided that the plans and design for any such improvements have been reviewed and approved by both the City and the County. During the term of this Agreement the City shall remain responsible for the appropriate maintenance of any such improvements in the same manner that it maintains other project improvements.
3. The scope of work is limited to providing sewer service to the County residents in the Sulger area and described as the following:

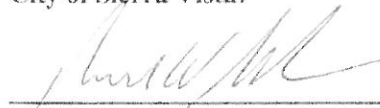
**The interceptor in 7<sup>th</sup> Street will serve the entire project area by gravity. Laterals will be extended along Danny Lane, Jennifer Lane, and Timothy Lane. Collection lines will then connect to interceptor sewers in Judd Street and Busby Drive. All sewer lines will be 8-inch in diameter and manholes will be 4 feet in diameter. No lift or pumping stations required.**

Waste water generated from the Sulger subdivision will be conveyed via the City's collection to the Environmental Operations Park (EOP). The EOP is an existing municipal waste water treatment plant owned, operated, and maintained by the City.

4. All of the materials and equipment that may be acquired pursuant to this Agreement shall remain the property of the City upon termination.
5. The City will be solely responsible for the project budget and any payment of excess costs incurred under this project.
6. The City shall defend, hold harmless, and indemnify the County, its officers, agents, and employees, from all claims, demands, suits, damages, and loss ("claims"), which result from the negligence or intentional torts of the City, its agents, officers, and employees in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The County shall defend, hold harmless, and indemnify the City, its officers, agents, and employees, from all claims, demands, suits, damages, and loss ("claims"), which result from the negligence or intentional torts of the County, its agents, officers, and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the forgoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors, and employees, in comparison with others (including, but not limited to, the other (party) who may have contributed to or in part caused any such claim to arise.
7. Prior to the completion of the project, this Agreement maybe terminated by either party upon ten-(10) days written notice to the other party.
8. This Agreement shall be effective following its approval by the respective parties and upon the date of its recording with the Cochise County Recorder.
9. The terms of the Agreement are intended only to define the rights and obligations of the respective parties. Nothing expressed herein shall create any right or duties in favor of any potential third parties.


WHEREFORE, the City and the County have approved and signed this Agreement, as indicated below.

City of Sierra Vista:

  
\_\_\_\_\_  
Frederick W. Mueller, Mayor  
City of Sierra Vista

  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Jill Adams, City Clerk

County of Cochise:

\_\_\_\_\_  
Patrick Call, Chairman  
Cochise County Board of Supervisors

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Katie Howard, Clerk of the Board

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SIERRA VISTA  
AND COCHISE COUNTY

In accordance with A.R.S. § 11-952 this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the public body or bodies identified below.

This 2<sup>nd</sup> day of October, 2011.

By: \_\_\_\_\_

Stuart Fauver, City Attorney  
City of Sierra Vista

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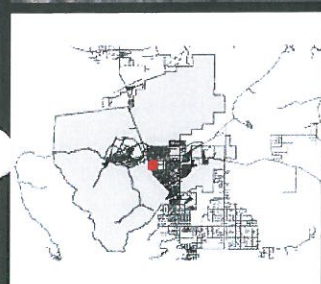
The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By: \_\_\_\_\_

David Fifer, Civil Deputy County Attorney  
Cochise County





## MAP 2 SULGER SUBDIVISION PLANNING AREA & PROJECT AREA

This map is a product of the  
City of Sierra Vista GIS



0' 1" = 300'



RESOLUTION 2011-128

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH COCHISE COUNTY FOR THE DESIGN, ACQUISITION AND CONSTRUCTION OF A GRAVITY SEWER IN THE SULGER SUBDIVISION; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City is responsible for operation and maintenance of the City sewer collection system; and

WHEREAS, the City and County portion of the project should be bid and constructed together; and

WHEREAS, the City and County are interested in maximizing effluent recharge; and

WHEREAS, the City has designed and managed the construction of numerous sewer lines in the area;

WHEREAS, the septic systems in the Sulger Subdivision are on small lots and the residents have few options should their leech systems fail;

WHEREAS, the residents of both the City and County would benefit from the construction of this sewage collection system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

The policy of the City of Sierra Vista relating to intergovernmental agreements be, and hereby is, reaffirmed.

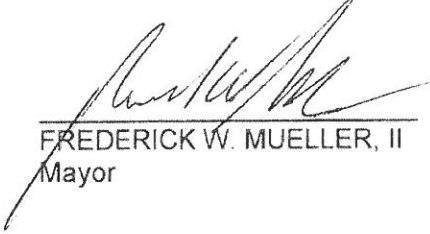
SECTION 2

The City Council hereby approves entering into an Intergovernmental Agreement with Cochise County for the purpose of designing and constructing a gravity sewer system, which said Agreement is attached and made a part hereof by this reference.

SECTION 3


The City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF  
THE CITY OF SIERRA VISTA, ARIZONA THIS 27<sup>TH</sup> DAY OF OCTOBER 2011.

  
FREDERICK W. MUELLER, II  
Mayor

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JILL S. ADAMS  
City Clerk  
\_\_\_\_\_  
STUART L. FAUVER  
City Attorney

PREPARED BY:  
ALAN HUMPHREY  
SR. CIVIL ENGINEER